

1 URTNOWSKI & ASSOCIATES, P.C.  
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FILED

08 APR 17 PM 3:14

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

998 DEPUTY

5 Attorneys for: Plaintiff UNITED RENTALS NORTHWEST, INC.  
6  
7

8 UNITED STATES DISTRICT COURT  
9 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

10  
11  
12 United States of America For The Use  
13 of:  
14 UNITED RENTALS NORTHWEST,  
INC., an Oregon corporation,

15 Plaintiff,

16 vs.

17 DALE STICKNEY  
18 CONSTRUCTION, INC., a California  
corporation; FIDELITY AND  
DEPOSIT COMPANY OF  
19 MARYLAND, a Maryland corporation;  
OWEN-DUNN INSURANCE  
20 SERVICES, a business entity of  
unknown form; STATE OF  
CALIFORNIA, DEPARTMENT OF  
CONSUMERS AFFAIRS,  
21 CONTRACTORS STATE LICENSE  
BOARD, a governmental entity.

22 Defendants.

DOCKET NO.

08 CV 710 BTM POR  
VIA FAX

COMPLAINT FOR:

- 1) ON BOND (MILLER ACT)
- 2) BREACH OF CONTRACT
- 3) SERVICES RENDERED
- 4) ACCOUNT STATED
- 5) OPEN BOOK ACCOUNT
- 6) RECOVERY ON CONTRACTOR'S  
LICENCE BOND

1. Use Plaintiff UNITED RENTALS NORTHWEST, INC., ("United Rentals"), is and at all times herein mentioned was, a corporation organized and existing by virtue of the laws of the State of Oregon, authorized to do and doing business within the State of California.

COMPLAINT

1

- 1       2. Plaintiff is informed and believes and on that ground alleges that defendant DALE  
2       STICKNEY CONSTRUCTION, INC. ("Stickney"), is and at all times herein mentioned was  
3       a corporation organized and existing by virtue of the laws of the State of California,  
4       authorized to do and doing business within the State of California.
- 5
- 6       3. Plaintiff is informed and believes and on that ground alleges that defendant FIDELITY AND  
7       DEPOSIT COMPANY OF MARYLAND ("Fidelity") is and at all times herein mentioned  
8       was a corporation organized and existing by virtue of the laws of the State of Maryland,  
9       authorized to do and doing business within the State of California.
- 10
- 11      4. Plaintiff is informed and believes and on that ground alleges that defendant OWEN-DUNN  
12      INSURANCE SERVICES ("Owen-Dunn") is and at all times herein mentioned was a  
13      business entity of unknown form, authorized to do and doing business within the State of  
14      California.
- 15
- 16      5. Plaintiff is informed and believes and on that ground alleges that defendant STATE OF  
17      CALIFORNIA, DEPARTMENT OF CONSUMERS AFFAIRS, CONTRACTORS STATE  
18      LICENSE BOARD ("Contractors State License Board") is and at all times herein mentioned  
19      was a governmental agency of the State of California, authorized to do and doing business  
20      within the State of California.
- 21
- 22      6. Plaintiff is informed and believes jurisdiction over the subject matter of this lawsuit is  
23      conferred on this Court by virtue of 28 U.S.C. §1332 and 40 U.S.C. §270(b). Jurisdiction  
24      over the Third, Fourth and Fifth Claims for Relief is provided under the principles of pendent  
25      jurisdiction. Venue is proper in the Southern District because a substantial part of the events  
26      or omissions giving rise to the claim occurred in this District.
- 27
- 28      7. On information and belief, at all times mentioned herein, defendants were acting as the agent

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COMPLAINT

1 and/or employee of each remaining defendant, and acting within the course and scope of said  
 2 agency and/or employment, and that each fictitiously named defendant is responsible in some  
 3 manner for the occurrences herein mentioned and that plaintiff's damages as herein  
 4 mentioned were approximately caused by such defendants and each of them.

5 **FIRST CLAIM FOR RELIEF**

6 (Claim On Miller Act Payment Bond against Defendants Stickney,

7 Fidelity and Owen-Dunn)

8 (49 Stat. 793, c. 642, § 1; 40 U.S.C. §§270a-270e)

- 9
- 10 8. Plaintiff realleges and incorporates by reference the applicable allegations of paragraph 1  
 11 through 7 of this complaint, inclusive.
- 12
- 13 9. United Rentals is informed and believes and thereon alleges that the U.S. Bureau of Indian  
 14 Affairs ("BIA") is, and at all times herein mentioned was a subdivision of the United States,  
 15 within the United Department of the Interior ("Department of Interior"), qualified to do and  
 16 doing business in the State of California pursuant to and authorized by the laws of the State  
 17 of California.
- 18
- 19 10. United Rentals is informed and believes and thereon alleges that sometime before March  
 20 2007, the United States of America, through the BIA., awarded a contract ("Torres Martinez  
 21 Contract"), contract number presently unknown to plaintiff, for that certain work of  
 22 improvement at the Torres Martinez Casino, located at Highway 86 & Marina Drive, City  
 23 of Salton Sea Beach, Imperial County, State of California, within the Southern District of  
 24 California ("Torres Martinez Improvement").
- 25
- 26 11. United Rentals is informed and believes and thereon alleges that sometime before March  
 27 2007, defendant Stickney, as principal, and defendants Fidelity and Owen-Dunn, as sureties,  
 28

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COMPLAINT

1 acting through and in connection with defendants, executed and delivered a payment bond,  
 2 ("Casino Bond"), in a penal sum sufficient to guaranty the payment to all persons supplying  
 3 labor, materials and equipment in the prosecution of the work provided for in the Torres  
 4 Martinez Contract and in any and all duly authorized modifications thereof, which said bond  
 5 was executed and delivered as aforesaid in accordance with the provisions of an act of the  
 6 Legislature of the United States of America, dated August 24, 1935, 49 Stat. 793, as  
 7 amended (40 U.S.C. §§ 3131-3313). Plaintiff has submitted to the Department of Interior  
 8 a request for said bond and contract and will produce these documents immediately upon  
 9 plaintiff's receipt

- 10
- 11 12. During the course of the performance and prosecution of this public work, and under and by  
 12 virtue of the Torres Martinez Contract, and from on or about March 3, 2007, until on or  
 13 about April 25, 2007, United Rentals entered into a series of rental agreements  
 14 ("Agreements") with defendant Stickney, the material terms of which were that plaintiff  
 15 agreed to and did furnish to defendants certain materials, equipment, fuels and services,  
 16 (collectively, "Equipment"), and defendant agreed to pay for same. (Accurate copies of the  
 17 face pages of the Agreements and summary of the Agreements is attached hereto as  
 18 EXHIBIT "1".) The Agreements incorporated the terms of a Credit Application executed  
 19 by Stickney and/or its representatives, which provided, among other things, for the recovery  
 20 of attorneys fees, reasonable court costs, late charges, service fees and or interest upon the  
 21 late payment or the failure to pay any of the Agreements. (An accurate copy of the face page  
 22 of the Credit Application is attached hereto as EXHIBIT "2".)
- 23
- 24 13. The Equipment furnished by United Rentals for the prosecution of said work of improvement  
 25 was and is reasonably worth the sum of not less than SEVENTEEN THOUSAND SIX  
 26 HUNDRED SEVENTEEN DOLLARS FIFTY CENTS (\$17,617.50), plus interest according  
 27 to proof.
- 28

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 COMPLAINT

**SECOND CLAIM FOR RELIEF**

**(Breach of Contract against Defendant Stickney)**

17. United Rentals realleges and incorporates herein by reference the applicable allegations of  
18. paragraphs 1 through 16, inclusive, of this Complaint.

19. Pursuant to the Agreements between United Rentals and defendant Stickney, United Rentals  
20. furnished Equipment to defendant and has fully performed all the terms and conditions on  
21. its part to be performed pursuant to the Agreements.

22. Although demand has been made therefor, defendant has failed and refused to pay any of the

## **COMPLAINT**

1 amounts owed to United Rentals for the Equipment to Stickney by United Rentals under the  
 2 Agreements, in breach of the Agreements.

- 3
- 4 20. As a result of defendants' breach of the Agreements, United Rentals has been damaged in the  
 5 sum of at least SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS  
 6 FIFTY CENTS (\$17,617.50)), plus interest according to proof, plus costs and reasonable  
 7 attorneys' fees.

8

9 **THIRD CLAIM FOR RELIEF**

10 (For Services Rendered against Defendant Stickney)

- 11
- 12 21. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1  
 13 through 20 of this complaint, inclusive.
- 14
- 15 22. Within the last four years, Stickney became indebted to plaintiff in the sum of not less than  
 16 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS  
 17 (\$17,617.50), for Equipment furnished by plaintiff to defendant at the special instance and  
 18 request of defendant, for which Stickney agreed to pay plaintiff the above sum.
- 19
- 20 23. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and  
 21 there is now due, owing and unpaid from Stickney to plaintiff the sum of not less than  
 22 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS  
 23 (\$17,617.50), together with interest thereon at the highest legal rate according to proof plus  
 24 reasonable attorneys' fees and costs.

25

26 **FOURTH CLAIM FOR RELIEF**

27 (For Account Stated against Defendant Stickney)

---

28 COMPLAINT

- 1 24. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1  
2 through 23 of this complaint, inclusive.  
3  
4 25. Within the last four years, an account was stated in writing by and between plaintiff and  
5 Stickney wherein it was agreed that Stickney was indebted to plaintiff in the sum of not less  
6 than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS  
7 (\$17,617.50), for materials, equipment, fuels and services furnished by plaintiff to Stickney  
8 at the special instance and request of Stickney for which Stickney agreed to pay plaintiff the  
9 above sum.  
10  
11 26. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and  
12 there is now due, owing and unpaid from Stickney to plaintiff the sum of not less than  
13 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS  
14 (\$17,617.50) together with interest thereon at the highest legal rate according to proof plus  
15 reasonable attorneys' fees and costs.

**FIFTH CLAIM FOR RELIEF**

(Open Book Account against Defendant Stickney)

- 19  
20 27. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1  
through 26 of this complaint, inclusive.  
21  
22  
23 28. Within the last four years, Stickney became indebted to plaintiff on an open book account for  
money due in the sum of not less than SEVENTEEN THOUSAND SIX HUNDRED  
SEVENTEEN DOLLARS FIFTY CENTS (\$17,617.50) for Equipment furnished by plaintiff  
to defendant at the special instance and request of Stickney for which Stickney agreed to pay  
plaintiff the above sum, plus interest thereon at the highest legal rate per annum, and  
reasonable attorneys' fees and costs.  
24  
25  
26  
27  
28

**COMPLAINT**

1       29. Neither the whole nor any part of the above sum has been paid, although demand has been  
2                  made therefor, and there is now due, owing and unpaid from Stickney to plaintiff the sum of  
3                  not less than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY  
4                  CENTS (\$17,617.50), together with interest thereon at the highest legal rate according to  
5                  proof plus reasonable attorneys' fees and costs.

## SIXTH CLAIM FOR RELIEF

## **(Recovery on Contractor's License Bond Against Defendants)**

**Contractors State License Board and Stickney)**

10  
11 30. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1  
12 through 29 of this complaint, inclusive.

13  
14 31. As more fully alleged herein, defendant Stickney agreed to construct the Torres Martinez  
15 Improvement.

16  
17 32. During the course of the performance and prosecution of this public work, and under and by  
18 virtue of the Torres Martinez Contract, and from on or about March 3, 2007, until on or about  
19 April 25, 2007, United Rentals entered into a series of rental agreements ("Agreements") with  
20 defendant Stickney, the material terms of which were that plaintiff agreed to and did furnish  
21 to defendants certain materials, equipment, fuels and services, (collectively, "Equipment"),  
22 and defendant agreed to pay for same. (Accurate copies of the face pages of the Agreements  
23 and summary of the Agreements is attached hereto as EXHIBIT "1".) The Agreements  
24 incorporated the terms of a Credit Application executed by Stickney and/or its representatives,  
25 which provided, among other things, for the recovery of attorneys fees, reasonable court costs,  
26 late charges, service fees and/or interest upon the late payment or the failure to pay any of the  
27 Agreements. (An accurate copy of the face page of the Credit Application is attached hereto  
28 as EXHIBIT "2".)

- 1       33. Despite demand therefore, Stickney failed and continues to fail to pay to United Rentals the  
 2       sum of not less than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS  
 3       FIFTY CENTS (\$17,617.50) for the equipment, materials and services furnished by United  
 4       Rentals to defendants for their use.
- 5
- 6       34. Upon the application of these defendants to Registrar of Contractors of the Contractors' State  
 7       License Board of the Department of Professional and Vocational Standards of the State of  
 8       California for a contractor's license or renewal thereof, and in accordance with the provisions  
 9       of Section 7071.6 of the *Business and Professions Code* of the State of California, said  
 10      defendants filed with said Registrar a cash deposit, no. T1164L1, in the sum of \$12,500.00  
 11      conditioned upon full compliance by defendant Stickney with all of the provisions of Division  
 12      3, Chapter 9 of the *Business and Professions Code* of the State of California, and inuring to  
 13      the benefit of any person damaged as a result of a violation of said Chapter by said defendant  
 14      licensees.
- 15
- 16      35. In connection with the construction of the Torres Martinez Improvement by defendant  
 17      Stickney, defendant failed to comply with the provisions of Division 3, Chapter 9 of the  
 18      *Business and Professions Code* in that defendant diverted funds received for the completion  
 19      of said specific construction projects and/or failed substantially to account for the application  
 20      or use of such funds and failed to pay for the materials furnished by United Rentals therefor  
 21      as aforesaid, in violation of Sections 7108 and 7120 of the California *Business and*  
 22      *Professions Code*, and plaintiff has been damaged as a result thereof in an amount exceeding  
 23      the penal sum of said bond as alleged.
- 24
- 25      36. United Rentals now seeks the sum of these defendants penal bond, in an amount not less than  
 26      TWELVE THOUSAND DOLLARS (\$12,500.00), together with interest according to proof,  
 27      plus costs of collection including reasonable attorneys' fees.
- 28

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COMPLAINT

1  
2  
3  
**PRAYER**  
4

5 THEREFORE, use plaintiff United Rentals Northwest, Inc. prays for judgment as follows:  
6  
7

8  
9  
**AS TO THE FIRST CLAIM FOR RELIEF:**  
10

- 11 1. Against Stickney, Fidelity and Owen-Dunn, jointly and severally, in the sum of no less  
12 than \$17,617.50, plus interest according to proof, costs and reasonable attorneys' fees.  
13 2. For such other and further relief as the Court deems just and proper.  
14

15  
16  
**AS TO THE SECOND THROUGH FIFTH CLAIMS FOR RELIEF**  
17

- 18 1. Against Stickney, the sum of no less than \$17,617.50;  
19 2. For interest thereon according to proof;  
20 3. For costs of suit incurred herein;  
21 4. For reasonable attorneys' fees; and,  
22 5. For such other and further relief as the Court deems just and proper.  
23

24  
25  
**AS TO THE SIXTH CLAIM FOR RELIEF:**  
26

- 27 1. For judgment against defendants Contractors State License Board and Stickney, jointly  
28 and severally, for the sum of not less than \$12,500.00;  
2. For interest thereon according to proof;  
3. For costs of suit incurred herein;  
4. For reasonable attorneys' fees;  
5. For such other relief as the Court deems just and proper.

25 Dated: April 16, 2008  
26

27 By

URNIEWSKI & ASSOCIATES, P.C.

J. Brian Urnowski  
Attorneys for United Rentals Northwest, Inc.

29  
30  
COMPLAINT

10

UNITED RENTALS NORTHWEST, INC.  
v.  
DALE STICKNEY CONSTRUCTION, INC., et al.

Docket No: \_\_\_\_\_

Exhibits Table of Contents:

<u>Exhibit No. 1:</u> Accurate Copies of the face pages of the Agreements and summary of the Agreements	Pages 11-33
<u>Exhibit No. 2:</u> Accurate copy of the face page of the Credit Application	Pages 34-35

# EXHIBIT "1"



COPY



LAS VEGAS  
702-775-6668  
760-773-7721 FAX

**DALE STICKNEY CONST INC**  
**SALTON SEA BEACH**  
**NEW CASINO BY TRAVEL CENTER**  
**SALTON SEA BEACH, CA 92274**  
**C#: 530-222-3157 J#: 530-222-3157**

**DALE STICKNEY CONST INC**  
**PO BOX 491870**  
**REDDING, CA 96049**

Customer... 152127  
Invoice #... 54608445-021  
Invoice date 3/26/07  
Date out... 3/15/06 8:00 AM  
Billed thru. 4/11/07

Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #.... 11386  
Ordered By.. JAMES CAIRNS  
Written by.. CYCLE BILL  
Salesperson. 6820  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHEAST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

QTY	Equipment #	Min	Day	Week	4 Week	Amount
1	OFFICE TRAILER 20 FT RR9202200 Office trailer	300.00	300.00	300.00	300.00	300.00
						Sub-total: 300.00 Tax: 23.25 Total: 323.25

BILLED FOR FOUR WEEKS 3/14/07 THRU 4/11/07 08:00 AM  
RENTAL PROTECTION DECLINED

**COPY**

**ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

**FUEL:** Fuel charges do not include federal, state or local fuel and/or taxes.

**OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer values covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts [ ]**

**REGULAR RENTAL AGREEMENT:** United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS (listed in this rental agreement, including the Terms and Conditions set forth on the reverse side) which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) The Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (4) The rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THIS EQUIPMENT IN GOOD WORKING ORDER AND; (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X			DELIVERED BY
CUSTOMER SIGNATURE	DATE	NAME PRINTED	

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

12



INDIO, CA 92201  
760-775-6960  
760-773-7721 FAX

\*\* COPY \*\*

Job Site

Customer

DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 54608692-021  
Invoice date 3/18/07  
Date out... 3/07/07 2:21 PM  
Billed thru. 4/03/07

Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No..... 5 - DALE STICKNEY CO  
P.O. #..... 11307  
Ordered By.. JAMES CAIRNS  
Written by.. CYCLOH BILL  
Salesperson. 6820  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	20 FT STORAGE CONTAINER RR9205290	100.00	100.00	100.00	100.00	100.00
1	20 FT STORAGE CONTAINER RR9205290	100.00	100.00	100.00	100.00	100.00
BILLED FOR FOUR WEEKS 3/06/07 THRU 4/03/07 02:21 PM					Sub-total:	200.00
RENTAL PROTECTION DECLINED					Tax:	15.50
					Total:	215.50

BILLED FOR FOUR WEEKS 3/06/07 THRU 4/03/07 02:21 PM

RENTAL PROTECTION DECLINED

COPY

\*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include Federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to them listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts ( ) Customer Declines ( )

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts the TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDER: (1) Rates do not include fuel or delivery; (2) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all taxes the Equipment is subject to including Sundays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or terms; (5) Customer secures all risk and is responsible for all damage and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



UNITED RENTALS  
INDIO, CA 92201  
760-775-6869  
760-775-7721 FAX

4 WEEK DELIVERY  
\*\* COPY \*\*

Customer Job Site

DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer.... 152127  
Invoice #... 59564104-008  
Invoice date 3/26/07  
Date out... 9/22/06 8:00 AM  
Billed thru. 4/06/07  
  
Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #.... 12288  
Ordered By.. KRIK  
Written By.. CYCLE BILL  
Salesperson.. 6820  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9937

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 548618	275.00	275.00	1100.00	2800.00	2800.00
	Make: CASE Model: 580M Ser #: JJG0312042					
	HR OUT: 312.50 HR IN:		TOTAL: 312.50			
<b>SALES ITEMS:</b>						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV	MCI	EA	13.440	13.44	
ENVIRONMENTAL CHARGE UM: (EA) EACH						
Sub-total: 2813.44 Tax: 218.04 Total: 3031.48						

BILLED FOR FOUR WEEKS 3/09/07 THRU 4/06/07 08:00 AM  
RENTAL PROTECTION DECLINED

**COPY**

**ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge. FUEL: Fuel charges do NOT include Federal, state or local fuel excise taxes.

**OPTIONAL RENTAL PROTECTION PLAN:** THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. *Customer Accepts* *Customer Declines*

**READ BEFORE SIGNING:** United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS (listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understood). REMINDERS: (1) Rates do not include fuel or delivery. (2) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment. (3) Customer pays for all time the equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms. (5) Customer assumes all risk and is responsible for all damages and other costs, including fuel charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

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DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONGT INC  
PO BOX 491870  
REDDING, CA 96049

Customer.... 152127  
Invoice #... 63199121-001  
Invoice date 3/30/07  
Date out.... 3/05/07 8:40 AM  
Date in..... 3/10/07 9:08 AM  
  
Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #.... 13390  
Ordered By.. MANUEL SILVA  
Written by.. UR562MR  
Salesperson. 6820  
Phone No. 707-244-2448

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	RAMMER LG 29-3600 LBS/BLOWS 781416	129.00	129.00	483.00	1157.00	483.00
	Make: MULTQUIP Model: MT65HA Ser #: N-3010					
Sales Items:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV	MCI	EA	2.310	2.31	
	ENVIRONMENTAL CHARGE					
	UM: (EA) EACH					
				Sub-total:	483.31	
				Tax:	37.61	
				Total:	522.92	

#### **RENTAL PROTECTION DECLINED**

**\*ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

**FUEL:** Fuel charges do not include Federal, State or Local fuel excise taxes.

**OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE.** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 1.5% of the rental charged on Equipment. Customer will be covered by the Rental Protection Plan, in return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.

Customer Acknowledges \_\_\_\_\_  
Customer Date(s) \_\_\_\_\_

**READ BEFORE SIGNING:** United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby agrees all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands: REMINDER: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and weekdays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THIS INDIVIDUAL RENTAL AGREEMENT IS AS OF OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

x

**CUSTOMER SIGNATURE**

DATA

**NAME PRINTED**

**DELIVERED BY**

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.  
15





805-25 DATE AVAIL  
INDIO, CA 92201  
760-775-6868  
760-775-7721 FAX

## RENTAL RETURN INVOICE

\*\* COPY \*\*

Customer Job Site

DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer.... 152127  
Invoice #... 63295152-001  
Invoice date 3/19/07  
Date out.... 3/08/07 10:27 AM  
Date in.... 3/10/07 2:01 PM

Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #.... VERBAL  
Ordered By.. JIM CAIRNS  
Written by.. UR8637X  
Salesperson.. 6820  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91746-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	MINI EXCAVATOR 7500-9199# 651013 Make: TAKEUCHI Model: TBL135R Ser #: 13514786	240.00	240.00	995.00	3645.00	480.00
	HR OUT: 1277.50 HR IN: 1286.90 TOTAL: 9.40					N/C
1	MINI EXCAVATOR BUCKET 18IN					
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	2.300	3.90	
1.1	FUEL FUEL FOR ABOVE RENTAL UNIT UM: (EA) EACH	MCI	EA	5.560	6.12	
	DELIVERY CHARGE				95.00	
	PICKUP CHARGE				95.00	
					Sub-total: 672.30	
					Fuel: 6.12	
					Tax: 45.21	
					Total: 723.63	

RENTAL PROTECTION DECLINED

# COPY

ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and lawful use. Customer remains liable for all damages and loss due to theft listed under the Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts \_\_\_\_\_

BEFORE SIGNING United hereby leases to Customer the Equipment as defined in the Terms and Conditions on the reverse side and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDER: (1) Rates do not include fuel or delivery; (2) The Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase, order or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

17



03329 DATE AVENUE  
INDIO, CA 92201  
760-775-6858

WORK ORDER NUMBER

"Copy"

Job Site

Customer

DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer #.. 152127  
Invoice#... 63297240-001  
Date..... 3/08/07  
Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #..... 13311  
Authorized. STEVE  
Received on. 3/08/07  
Finished on. 3/08/07  
Last con/due. UR562DT  
Written by. Met 30 days  
Terms.....

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description												
NA	JLG	1532E	0200032943	SCISSOR												
<b>Work To Be Done</b>																
ELECTRICAL/ CHARGER NOT WORKING. FOUND WIRES PULLED FROM INSIDE CHARGER. THIS IS THE SECOND UNIT. CUSTOMER MOVED UNIT BUT SAID HE WOULD TAKE CHARGER AND INSTALL.																
<b>PARTS:</b>																
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended									
1	2901846	KIT, CHARGER DOM	JLG		EA	821.910	821.91									
1	ENV	ENVIRONMENTAL CHARGE	NCI			4.970	4.97									
<b>LABOR:</b>																
Mechanic	Hours Work	Rate														
JESUS GONZALEZ	2.50 ELECTRICAL - ELECTRICAL	85.00														
<b>COMPLAINT:</b>																
CHARGER NOT WORKING. FOUND WIRES PULLED FROM INSIDE CHARGER. THIS IS THE SECOND UNIT. CUSTOMER MOVED UNIT BUT SAID HE WOULD TAKE CHARGER AND INSTALL.																
<b>Total Parts &amp; Materials</b>																
Total Labor																
Tax																
<b>Total Amount</b>																
826.88																
212.50																
64.08																
1,103.46																

COPY

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.

WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.

CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

18

\*COPY\*

Job Site

DALE STICKNEY CONST INC  
SALTON SEA BEACH  
NEW CASINO BY TRAVEL CENTER  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer #.. 152127  
Invoice#... 63314618-001  
Date..... 3/09/07  
Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 5 - DALE STICKNEY CO  
P.O. #.... 13311  
Authorized.  
Received on. 3/09/07  
Finished on. 3/09/07  
Last con/cus. /  
Written by.. UR562DT  
Terms..... Net 30 days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description										
NA	JLG	2032B	0200044977	SCISSOR										
<b>Work To Be Done</b>														
ELECTRICAL/ CHECK CHARGING SYSTEM.*FOUND CHARGER BAD, REPLACED PER STEVE														
<b>PARTS:</b>														
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/N	Price	Extended							
1	2901846	KIT, CHARGER DON	JLG	EA	821.460	821.46	5.57							
1	ENV	ENVIRONMENTAL CHARGE	MCI		5.570									
Outside Labor		FREIGHT					83.43							
<b>LABOR:</b>														
Mechanic	JESUS GONZALEZ	Hours Work		rate										
		3.00	ELECTRICAL - ELECTRICAL		85.00									
COMPLAINT: CHECK CHARGING SYSTEM.*FOUND CHARGER BAD, REPLACED PER STEVE														
								Extended						
								255.00						



\*\* COPY \*\*

Job Site

DALE STICKNEY CONST INC  
TORRES MARTINEZ CASINO  
HWY 86  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer.... 152127  
Invoice #... 63345753-001  
Invoice date 3/30/07  
Date out.... 3/12/07 7:00 AM  
Billed thru. 4/09/07

Job Loc.... TORRES MARTINEZ CASINO, SALTO  
Job No.... 21- DALE STICKNEY CO  
P.O. #.... VERBAL  
Ordered By.. ERIC  
Written by.. CYCLR BILL  
Salesperson.. 9568  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	SCISSOR 30-35FT IC 4WD 549325 Make: GENIE Model: 3260RT Ser #: GS6803-42311 HR OUT: 44.40 HR IN: TOTAL: 44.40	194.00	194.00	753.00	2096.00	2096.00
<b>SALES ITEMS:</b>						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV	NCI	EA	10.06	10.06	
ENVIRONMENTAL CHARGE UM: (EA) EACH						
DELIVERY CHARGE						
PICKUP CHARGE						
Sub-total: 2296.06 Tax: 170.59 Total: 2466.65						

BILLED FOR FOUR WEEKS 3/12/07 THRU 4/09/07 07:00 AM  
RENTAL PROTECTION DECLINED

COPY

\*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposal of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

**OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 1.5% of the rental charges on Equipment Customer rents covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to them listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts / Customer Declines /

**READ BEFORE SIGNING:** United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDER: (1) Rates do not include fuel or delivery. (2) Optional Rental Protection Plan charge is 1.5% of the total rental charge for covered equipment; (3) Customer pays for all time the equipment is out, including Saturday days, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements with United; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREE TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGE RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



63525 DATE AVENUE  
INDIO, CA 92201  
760-775-6869  
760-775-7721 FAX

# SALES AGREEMENT / INVOICE

\*\* COPY \*\*

Customer Job Site

TORREZ MARTINEZ CASINO  
SALTON SEA BEACH  
SALTON SEA BEACH, CA 92274

C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 63434910-001  
System date... 3/15/07

Invoice date 3/15/07 8:33 AM

Job Loc.... SALTON SEA BEACH, SALTON SEA  
Job No.... 1 - TORREZ MARTINEZ  
P.O. #.... VERBAL  
Ordered By.. ERICK  
Written by.. UR562FZ  
Salesperson.. 6820  
Terms..... Net 10 Days

PLEASE RENT IT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	TIRE REPAIR	MCI	EA	864.600	864.60
	TR				
	UM: (EA) EACH				
	Replaced tires on a case backhoe				
	SHIP TO: TORREZ MARTINEZ CASINO				
	SALTON SEA BEACH				
	SALTON SEA BEACH, CA 92274				
	Replaced tires on customers own backhoe per erick				
				Sub-total:	864.60
				Total:	864.60

COPY

**IMPORTANT - PLEASE READ CAREFULLY:** By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

**WARRANTY DISCLAIMER:** As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

**INDEMNITY AGREEMENT:** As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with the Sales Agreement.

**FUEL:** Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



\*\* COPY \*\*

Job Site

DALE STICKNEY CONST INC  
TORRES MARTINEZ CASINO  
HWY 86  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 63605495-001  
Invoice date 3/30/07  
Date out... 3/31/07 12:44 PM  
Date in... 3/22/07 9:05 AM

Job Loc.... TORRES MARTINEZ CASINO, SALTO  
Job No.... 21- DALE STICKNEY CO  
P.O. #.... VERBAL-ERICK  
Ordered By.. ERICK  
Written by.. UR562FZ  
Salesperson.. 5568  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	GENERATOR 55-89 KVA RR2403196	120.00	140.00	500.00	1730.00	140.00
1	TEMPOWER CORD #6-4 X 100 FT	32.00	32.00	129.00	387.00	32.00
1	LADDER STEP 16 FT	40.00	40.00	180.00	430.00	40.00

## SALES ITEMS:

Qty	Item number	Stock class	Unit	Price	Amount
	ENV	MCI	EA	.670	.67
	ENVIRONMENTAL CHARGE UM: (EA) EACH				95.00
	DELIVERY CHARGE				95.00
	PICKUP CHARGE				

Sub-total: 402.67  
Tax: 23.85  
Total: 426.52

RENTAL PROTECTION DECLINED

COPY

**ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

**FUEL:** Fuel charges do not include federal, state or local fuel excise taxes.

**OPTIONAL RENTAL PROTECTION PLAN:** THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under the Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts \_\_\_\_\_ Customer Declines \_\_\_\_\_

**READ BEFORE SIGNING:** United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts the TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES ACCEPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

22



CATHEDRAL CITY, CA 92234  
760-328-6573  
760-328-9724 FAX

PARTIAL PAYMENT

\*\* COPY \*\*

Job Site

DALE STICKNEY CONST INC  
TORRES MARTINEZ CASINO  
HWY 86  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 63775006-001  
Invoice date 4/06/07  
Date out... 3/28/07 12:00 PM  
Date in.... 3/30/07 10:39 AM

Job Loc.... TORRES MARTINEZ CASINO, SALTO  
Job No.... 31- DALE STICKNEY CO  
P.O. #.... VERBAL BRENT  
Ordered By.. ERIK 530-356-7975  
Written by.. VM554EV  
Salesperson.. 6920  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS-NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	SWEeper RIDER ON 8 FT WINDROW+ 612361 Make: BROCK MANF Model: RJ-350 Ser #: 404236 HR OUT: 425.40 HR IN: 432.80 TOTAL: 7.40	247.00	247.00	989.00	3860.00	394.00
<b>SALES ITEMS:</b>						
Qty	Item number	Stock class	Unit	Price		Amount
1	ENV	MCI	EA	2.370		2.37
ENVIRONMENTAL CHARGE						
3.69	UM: (EA) EACH				5.490	20.26
GAS						
UM: (EA) EACH						
DELIVERY CHARGE						
PICKUP CHARGE						
ERIK 530 356 7975						
Sub-total: 686.37						
Fuel: 20.26						
TAX: 47.41						
Total: 754.08						

RENTAL PROTECTION DECLINED

# COPY

\*ENVIRONMENTAL CHARGE: The amounts indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge. RUSH FEES charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN OR RENTAL INSURANCE: Upon selecting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the total charges on Equipment Customer wants covered by the Rental Protection Plan. As set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and general use. Customer remains liable for all damages and loss due to those listed under the Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.

Customer Declines

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMARKS: (1) Rates do not include fuel or delivery. (2) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all use the Equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

23

\*\* COPY \*\*



CATHEDRAL CITY, CA 92324  
760-338-8373  
760-320-9724 FAX

Customer Job Site

DALE STICKNEY CONST INC  
TORRES MARTINEZ CASINO  
HWY 86  
SALTON SEA BEACH, CA 92274  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 63775806-002  
Invoice date 4/11/07  
Date out... 3/28/07 12:00 PM  
Date in.... 3/20/07 10:39 AM

Job Loc.... TORRES MARTINEZ CASINO, SALTO  
Job No.... 21 - DALE STICKNEY CO  
P.O. #.... VELVET BRENT  
Ordered By.. HRIK 530-356-7975  
Written by.. UR654RV  
Salesperson.. 6830  
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHEAST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91746-9337

QTY	Equipment #	Min	Day	Week	4 Week	Amount
1	LADDER STEP 16 FT	\$0.00	40.00	180.00	430.00	80.00
	BRIK 530 356 7975					

Sub-total: 80.00  
Tax: 6.20  
Total: 86.20

RENTAL PROTECTION DECLINED

# COPY

\*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and recycling of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United States to waive against claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts \_\_\_\_\_ Customer Declines \_\_\_\_\_

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include tax or delivery. (2) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment. (3) Customer pays for all time the Equipment is out, including Sundays and Holidays. (4) This rental agreement supersedes all prior purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. (6) Each of the above as well as other obligations and responsibilities are contained in the "TERMS AND CONDITIONS ON REVERSE: THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND: (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

24

\*\* COPY \*\*

Job Site

DALE STICKNEY CONST INC  
INDIO SALES AND PARTS  
INDIO, CA 92201

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 63858358-001  
System date. 3/30/07

Invoice Date 3/30/07 4:05 PM

Job Loc.... INDIO SALES AND PARTS, INDIO  
Job No.... 22- DALE STICKNEY CO  
P.O. #.... PER ERICK 5303567975  
Ordered By.. LAMON  
Written by.. U2562NR  
Salesperson. 5568  
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91746-9937

Gty	Item number	Stock class	Unit	Price	Amount
1	STARTER, REBUILT 104452A1R UM: (EA) EACH	CASE	EA	329.541	329.54
1	STARTER CORE 104452A1C UM: (EA) EACH	CASE	EA	108.550	108.55
SHIP TO: DALE STICKNEY CONST INC INDIO SALES AND PARTS INDIO, CA 92201					
					Sub-total: 438.09
					TAX: 33.96
					Total: 472.05

COPY

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**WARRANTY DISCLAIMER:** As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

**INDEMNITY AGREEMENT:** As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon stricts of product liability.

**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard Warranty Program, the "Program", the Customer agrees to pay the selected percentage of the total charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

**FUEL:** Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

25





Job Site

Customer

## OUR SHOP

C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer #.. 152127  
Invnised#... 6388089-001  
Date..... 4/13/07  
Job Loc.... OUR SHOP  
Job No.... P.O. #..... 12288/DAMAGE  
Authorized.  
Received on. 4/02/07  
Finished on. 4/13/07  
Last con/cus 60240113/ 359382  
Written by.. DR562DT  
Terms..... Net 30 days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHEAST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description										
548618	CASE	580N	JJ90312042	BACKHOE/LOADER 60-90 Cat/Class 902-3100										
Hr Meter: 361.200														
Work To Be Done DAMAGE/ REPLACE BROKEN CONSOLE AND COVER														
PARTS:														
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended							
1	384414A4	COVER ASSY	CASE	EA	277.721	277.72								
1	360250A2	CONSOLE	CASE	EA	299.615	299.62								
1	ENV	ENVIRONMENTAL CHARGE	MCI			4.400	4.40							
LABOR:														
Mechanic	Hours Work		Rate				Extended							
JESUS GONZALES	4.00	BODY - BODY	85.00				340.00							
COMPLAINT: REPLACE BROKEN CONSOLE AND COVER														
Total Parts & Materials														
Total Labor														
Tax														
Total Amount														
581.74														
340.00														
45.10														
966.84														

COPY

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.

WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.

CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



301 CROSS DOWNTOWN  
REDDING, CA 96003  
530-221-8851  
530-221-8037 FAX

SALES AGREEMENT / INVOICE  
\*\* COPY \*\*

Job Site

DALE CONSTRUCTION/REDDING  
PARTS ORDER  
REDDING, CA 96003

CH#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 64015650-001  
System date: 4/06/07

Invoice date 4/06/07 9:10 AM

Job Loc.... PARTS ORDER, REDDING  
Job No.... 20- DALE CONSTRUCTION  
P.O. #.... 19521  
Ordered By..  
Written by.. UR557ES  
Salesperson.. 99  
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	COUPLING, AIR KING, 3/8" FEMALE AMC UM: (EA) EACH	DIXON	EA Bin Location 3C	6.900	6.90
1	MISCELLANEOUS PARTS SALES PART UM: (EA) EACH Pipe fitting	MCI	EA	1.100	1.10
6	CLIP, AIR KING SAFETY (EA.) ACL UM: (EA) EACH	DIXON	EA Bin Location PARTS	.150	.90
.1	SHOP LABOR SL UM: (HR) HOUR	MCI	HR	75.600	7.50
SHIP TO: DALE CONSTRUCTION/REDDING PARTS ORDER REDDING, CA 96003				Sub-total:	16.60
				Tax:	.65
				Total:	17.05

COPY

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**WARRANTY DISCLAIMER:** As described on the back of this Sales Agreement, United makes no warranties or merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

**INDEMNITY AGREEMENT:** As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

**FUEL:** Fuel charges do not include federal, state or local fuel surcharge taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

2R



Customer Job Site

DALE CONSTRUCTION/REDDING  
 PARTS ORDER  
 REDDING, CA 96003

C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
 PO BOX 491870  
 REDDING, CA 96049

Customer... 152127  
 Invoice #... 64017478-001  
 System date... 4/06/07

Invoice date 4/06/07 9:36 AM

Job Loc.... PARTS ORDER, REDDING  
 Job No.... 20 - DALE CONSTRUCTIO  
 P.O. #.... 13521  
 Ordered By.. STEVEN  
 Written by.. UR5572B  
 Salesperson.. 99  
 Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
 UNITED RENTALS NORTHWEST, INC.  
 PO BOX 79337  
 CITY OF INDUSTRY, CA 91716-9937

Qty	Item number	Stock class	Unit	Price	Amount
1	COUPLING, AIR KING, 3/8" FEMALE AMC UM: (EA) EACH	DIXON Bin Location 3C	EA	6.900	6.90
.07	SHOP LABOR SL UM: (HR) HOUR	MCI	HR	75.000	5.25
SHIP TO: DALE CONSTRUCTION/REDDING PARTS ORDER REDDING, CA 96003					
Sub-total: 12.15 Tax: .50 Total: 12.65					

COPY

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**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

Fuel cost charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



REDDING, CA 96003  
530-931-0851  
530-321-8037 FAX

SALES AGREEMENT INVOICE  
\*\* COPY \*\*

Job Site

Customer

DALE STICKNEY CONST INC  
3951 S. BONNEYVIEW  
POINT WEST  
REDDING, CA 96001  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #.. 64091618-001  
System date. 4/10/07

Invoice date 4/10/07 10:06 AM

Job Loc.... POINT WEST  
Job No.... 23- DALE STICKNEY CO  
P.O. #.... 13530  
Ordered By.. DOW WAMPLAR  
Written by.. UR537FT  
Salesperson. 1094  
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
333	REBAR, #5 GR60 5/8" X 20' REBAR #5 GR60 20FT UM: (LG) LENGTH	COMOD	LG Bin Location SW17	7.990	2660.67

DELIVERY CHARGE  
SHIP TO: DALE STICKNEY CONST INC  
3951 S. BONNEYVIEW  
POINT WEST  
REDDING, CA 96001

80.00

Sub-total: 2740.67  
Tax: 198.70  
Total: 2939.37

COPY

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**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

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\*\* COPY \*\*

DALE STICKNEY CONST INC  
POINT WEST  
OFF SOUTH BONNEVIEW  
REDDING, CA 96001  
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 64158506-001  
System date. 6/12/07

Invoice date 4/12/07 13:17 AM

Job Loc.... POINT WEST, REDDING  
Job No.... 287  
P.O. #.... 13554  
Ordered By.. PAT BOBAN  
Written by.. CWS557LP  
Salesperson.. 1094  
Terms.... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

**COPY**

**IMPORTANT - PLEASE READ CAREFULLY:** By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer  
accepts and acknowledges for all items purchased, safe and in good condition, maintenance, storage, and transportation.

**WARRANTY DISCLAIMER:** As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer's remedy for the breach of claim will be indicated on the back of this Sales Agreement.

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**UNITED GUARD WARRANTY PROGRAM:** Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

I subject to the limitations set out in the terms and conditions of the PPA.  
**PUBLIC RENT CHARGES** do not include federal, state or local real estate taxes.

x

**CUSTOMER SIGNATURE**

DAILY

**NAME PRINTED**

**UNITED RENTALS AGENT**

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



JOB SITE

Customer

DALE STICKNEY CONST INC  
INDIO SALES AND PARTS  
INDIO, CA 92201

C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152137  
Invoice #... 64301572-001  
System date... 4/18/07

Invoice date 4/18/07 10:56 AM

Job Loc.... INDIO SALES AND PARTS, INDIO  
Job No..... 22- DALE STICKNEY CO  
P.O. #..... 19165  
Ordered By.. ERIC SWANSON  
Written by.. UR562NR  
Salesperson. S568  
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHWEST, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Oty	Item number	Stock class	Unit	Price	Amount
10	TUBE GREASE GUN CARTRIDGES 75-600 UM: (EA) EACH	NAPA	EA	7.855	78.55
2	OIL, DELO 400 PER/QT DELO 400 30 WT UM: (EA) EACH	NAPA	EA	35.734	71.47
SHIP TO: DALE STICKNEY CONST INC INDIO SALES AND PARTS INDIO, CA 92201					
					Sub-total: 150.02 Tax: 11.63 Total: 161.65

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



\*\* COPY \*\*

Site  
Job

Customer

DALE STICKNEY CONST INC  
3951 S. BONNEYVIEW  
POINT WEST  
REDDING, CA 96001  
CH: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC  
PO BOX 491870  
REDDING, CA 96049

Customer... 152127  
Invoice #... 66476737-001  
System date.. 4/25/07

Invoice date 4/25/07 7:34 AM  
Job Loc.... POINT WEST  
Job No..... 23- DALE STICKNEY CO  
P.O. #.... 13581  
Ordered By.. PAT BOBAN  
Written by.. UR557LP  
Salesperson.. 99  
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:  
UNITED RENTALS NORTHERN, INC.  
PO BOX 79337  
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
266	REBAR, #3 GR40 20'	COMOD	LG	2.860	760.76
	REBAR #3 GR40 20FT		Bin Location SW17		
	UM: (LG) LENGTH				
50	REBAR, #5 GR60 5/8" X 20'	COMOD	LG	7.950	397.50
	REBAR #5 GR60 20FT		Bin Location SW17		
	UM: (LG) LENGTH				
SHIP TO: DALE STICKNEY CONST INC 3951 S. BONNEYVIEW POINT WEST REDDING, CA 96001					
Sub-total: 1158.26 Tax: 83.98 Total: 1242.24					

COPY

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**FUEL:** Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

**EXHIBIT "2"**



## Credit Application

SEP 13 2005

1. FILL OUT FORM
2. PRINT
3. SIGN
4. CALL 1-800-UR-RENTS
5. FAX TO THE NEAREST LOCATION

To United Rentals, Inc.: For the purpose of establishing credit with United Rentals, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information to be true and correct statement of its financial condition.

Business Applicant	DALE STICKNEY CONSTRUCTION INC.	NP Control No.	TELEKINIA ENDINGER	Date	9/17/05
Address	2727 CHURN CREEK RD.	Billing Address	PO BOX 491870	State	CA ZIP 916049
City	Redding	Zip	96002	Type of Business	Construction
Telephone No.	(530) 222-3157	Fax No.	(530) 222-2543	Business Address	101 E BURRWOOD
Name of Business	DALE STICKNEY CONSTRUCTION	Previous Year Gross Sales	\$15	Estimated Monthly Rental Income	Complaint Customer Profile on File?
Name	Ronald H. Stickney	Business License No.	848468	Type of Business	Business Broker, Partnership, Corporation
Address	2036 PRINCETON Redding, CA 96003	Phone No.		Business Location No.	Home Phone
Name	JAMES M. UNDERWOOD	Owner		Phone No.	559-25-4337
Address	16236 VALPARAISO WAY Redding, CA 96001	Phone No.		Phone No.	573-82-8940
Bank or Savings Institutions					
Name	Redding Bank of Commerce	Branch Address	1177 PLACER ST.		
Account No.	AVAILABLE UPON REQUEST	Contact Name	PAUL GILMARI	Phone No.	
Name		Branch Address			
Account No.		Contact Name		Phone No.	
Trade References					
Name	RIVER CITY DEVELOPMENT	Address	16616 EAST CYPRESS AV #3 Redding CA 96002		
Contact Name	GREG SHADDIX	Telephone No.	(530) 224-3400	Fax No.	(530) 224-9304
Name	INTERSTATE OIL CO.	Address	2940 ARCADE WAY Redding, CA 96002		
Contact Name	JANET HEATH	Telephone No.	(530) 222-3031	Fax No.	(530) 222-8517
Name	I-5 RENTALS INC.	Address	8443 COMMERCIAL WAY Redding, CA 96002		
Contact Name	JANICE PHILLIPS	Telephone No.	(530) 226-8081	Fax No.	(530) 226-8093

## PLEASE SUPPLY THE FOLLOWING INFORMATION TO HELP US SERVE YOUR ACCOUNT NEEDS.

1. Do you require a purchase order number on each invoice? If Yes, equipment will not be released unless provided.  YES
2. Do you require a monthly payment?  NO
3. Do you wish to purchase optional Renters Protection Plan (RPP) on each contract?  NO
4. Have you ever had a previous account with United Rentals or its predecessor? If Yes, Where Account No. 152127
5. Have you provided a certificate of insurance evidencing general liability coverage and property coverage naming United Rentals as loss payee and additional insured?

You  No   
Yes  No   
Yes  No   
Yes  No   
Yes  No

## OPEN ACCOUNT CREDIT TERMS:

1. Each invoice is due and payable within 30 days from the invoice date.
2. Equipment retained for more than 4 months, per item, per item retained, will be leased for rental charge due. All such invoices are due and payable within 20 days of the invoice date.
3. At the discretion of United Rentals, any equipment with a collection history may be placed on a cash basis, by time, and the equipment picked up without notice.
4. United Rentals has the right to cancel and repossess the equipment whenever necessary or required by law. This is a property policy, and is not a reflection of your credit standing.
5. Customer agrees to pay court costs, attorney fees, collection costs, and legal costs incurred by United Rentals in enforcing these terms and conditions.
6. Customer authorizes United Rentals to obtain credit reports, bank reports, and other references for the purpose of determining the existence or continuation of credit to customer.
7. Customer agrees to the terms and conditions as agreed on each and every United Rentals invoice.

The undersigned warrants that all information is correct, has read, understood and agrees to be bound by all the terms and forms in this document and in each rental contract and agrees by his undersigned or his agents, it is understood and agreed that the undersigned specifically waives the United Rentals investigation of the applicant's credit history and may utilize credit reporting services for information on the undersigned. Facsimile copies will be considered as originals.

The Federal Equal Credit Opportunity Act/Regulation B prohibits lenders from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), income or part of the applicant's income derived from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The lender is hereby required to demonstrate compliance with the law concerning fair credit to the Federal Trade Commission, Division of Credit Practices, SF and Pennsylvania Department of Protection, D.C. agency.

Date 9/13/05Print Name Janice PhillipsSignature Janice PhillipsTitle Office Manager

## CONTINUING PERSONAL GUARANTEE:

The undersigned hereby unconditionally guarantees (1) the full and prompt payment to United Rentals when due all indebtedness, obligations, and liabilities of the customer named in the Credit Application, including all amounts now owing and arising in the future, and including any interest, attorney fees, and collection and court costs. This guarantee applies to be personally bound by all credit terms of this Credit Application. This guarantee shall continue in force until notice in writing given by customer, written notice accumulated, is received by United Rentals. This notice shall specify the date of termination, not to be later than 120 (120) days after the notice and shall affect only changes in obligations with the customer that were entered into prior to the termination date.

Date \_\_\_\_\_

Signature Janice PhillipsSignature Janice Phillips

For United Rentals Use Only	Branch Name	Credit Dept Approval	Less Approval	Accident Ac	Branch Lessor

Form #P-2000



**Dale Stickney Construction, Inc.**  
general engineers & builders  
[Lic. #B344480]

### Credit Application

Dale Stickney Construction Inc.  
P.O. Box 491870  
Redding, CA 96049  
Ph: (530) 222-3157  
Fx: (530) 222-7543

**Physical Address:** 2727 Churn Creek Rd  
Suite A  
Redding, CA 96002

Fed ID# 77-0651380

**Contractor's License #848468**

In business since 1975

**Owners:** Ronald H. Stickney  
2036 Princeton  
Redding, CA. 96003  
SS# 559-25-4337

James M. Underwood  
16286 Valparaiso Way  
Redding, CA 96001  
SSN 573-82-5940

**Banking:** Redding Bank of Commerce, Paul Gilman  
1177 Placer St.  
Redding, CA 96001  
(330) 241-2265

## **Trade References:**

# River City Development InterState Oil I-S Rentals

**Greg Shaddix** (530) 224-3400  
**Janet Heath** (530) 222-3031  
**Janice Phillips** (530) 226-5081

P.O. Box 491070, Bellingham, WA 98249

2297 Churn Creek Road, Suite 5 • Redding, CA 96003

670 000-1127 • 670 000-2643,fig

**UNITED STATES  
DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION**

**# 149890 - MS**

**April 17, 2008  
15:21:06**

**Civ Fil Non-Pris**

USAO #: 08CV710-BTM  
Judge.: BARRY T MOSKOWITZ  
Amount.: \$350.00 CK  
Check#: BC27435

**Total-> \$350.00**

FROM: UNITED RENTALS NORTHWEST, INC

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

United States of America For The Use of United Rentals  
Northwest, Inc. Imperial County

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Urnnowski & Associates, P.C. 18301 Von Karman Ave., Ste. 200  
Irvine, CA 92612 949/752-0010

## DEFENDANTS

Dale Stickney Construction, Inc., a California Corporation

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
910

Attorneys (If Known)

08 CV 710 BTM POR

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)          |
| <input type="checkbox"/> 2 U.S. Government Defendant            | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF	
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL PROPERTY</b>	<b>AGRICULTURE</b>	<b>PROFESSIONAL LICENSING</b>	<b>CONTRACTS</b>
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input checked="" type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Products Liability	<input type="checkbox"/> 363 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Products Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine Products Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Exsl. Veterans)	<input type="checkbox"/> 345 Marine Products Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicles	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Products Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 510 Securities/Commodities/Exchange	
<input type="checkbox"/> 195 Common Product Liability	<input type="checkbox"/> 410 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 820 Customer Challenge 12 USC 3410	<input type="checkbox"/> 570 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 196 Franchises	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 830 Other Statutory Actions	<input type="checkbox"/> 890 Other Statutory Actions	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 840 Agricultural Acts	<input type="checkbox"/> 891 Agricultural Acts	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 750 Other Labor Litigation	<input type="checkbox"/> 850 Economic Stabilization Act	<input type="checkbox"/> 892 Economic Stabilization Act	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/ Disabilities - Employment	<input type="checkbox"/> 761 Emp. Ret. Inc. Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters	
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/ Disabilities - Other	<input type="checkbox"/> 770 Immigration	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act	
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 862 Naturalization Application	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 863 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 950 Conscriptionality of State Statutes	
		<input type="checkbox"/> 865 Other Immigration Actions			

## V. ORIGIN

(Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):

49 Stat. 763, c. 642 Section 1; 40 U.S.C. Sections 2708-2708

Brief description of cause:

Breach of Contract for Use of Construction Equipment on Federal Property / Miller Act

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMANDS 17,617.50 UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

VIII. RELATED CASE(S)  
IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD

DATE

04/17/2008

FOR OFFICE USE ONLY

RECEIPT # 14989 AMOUNT \$350

APPLYING IPP

JUDGE

MAG. JUDGE

MS 4/17

VIA FAX

UR